

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA

Sandra Carpenter-Dixon, both Individually)  
and as personal Representative of the)  
Estate of Robert P. Dixon,

Plaintiff,

vs.

The Prudential Insurance Company of)  
America; Samantha Carpenter,

Defendant,

vs.

Samantha Carpenter,

Third-Party Defendant.

No. CV11-1508-PHX-JAT

**ORDER**

This case concerns entitlement to life insurance policy proceeds from policy number G-94230-CA (the “Policy”) issued by Defendant The Prudential Company of America (“Prudential”) under a group life insurance policy. The parties – Plaintiff Sandra Carpenter-Dixon, both individually and as personal representative for the Estate of Robert P. Dixon (the “Insured”), Defendant Prudential, and Third-Party Defendant Samantha Carpenter – filed a Stipulation of settlement and dismissal on January 12, 2010. (Doc 15.)

The parties have stipulated (Doc. 15-1) as follows:


1           1.       Within twenty-one (21) days of the date of this Order, Prudential shall deliver  
2 to Gunn McKay, Esq., Gunn McKay Attorney at Law, 1019 South Stapley Drive, Mesa,  
3 Arizona, 85204, a check or checks payable to "Samantha Carpenter, and Gunn McKay  
4 Attorney at Law Attorney Trust Account" in the amount of \$310,880.00, which Prudential  
5 represents to be the entire death benefit due under the Policy as a consequence of the  
6 Insured's death, plus applicable claim interest, if any.

7           2.       Upon delivering the payment as described in paragraph above, Prudential shall  
8 be, and hereby is, discharged from any and all liability to Sandra Carpenter-Dixon, both  
9 individually and as personal representative of the Estate of the Insured, and Samantha  
10 Carpenter relating to the Policy and/or the death benefit due under the Policy as a  
11 consequence of the death of the Insured, and Sandra Carpenter-Dixon, both individually and  
12 as personal representative of the Estate of the Insured, and Samantha Carpenter are  
13 permanently enjoined from bringing any action or proceeding in any forum, or making any  
14 further actual or implied claims, demands and causes of action, asserted or unasserted,  
15 liquidated or unliquidated, against Prudential arising out of, in connection with, or relating  
16 to the Policy and/or the death benefit due thereunder as a consequence of the death of the  
17 Insured.

18           3.       Sandra Carpenter-Dixon, both individually and as personal representative of  
19 the Estate of the Insured, and Samantha Carpenter do therefore release, remise and forever  
20 disclaim all claims, rights, interests and actions that they might otherwise have held against  
21 Prudential with respect to the Policy and/or the death benefit due thereunder as a  
22 consequence of the death of the Insured. Each party agrees to hold harmless and release  
23 Prudential and its present and former parents, subsidiaries and affiliated corporations,  
24 predecessors, successors and assigns and their respective officers, directors, agents,  
25 employees, representatives, attorneys, fiduciaries, and administrators from all claims related  
26 to the Policy and/or the death benefit due thereunder as a consequence of the death of the  
27 Insured, and any claim interest, if any, in conformity with the relief requested herein.

28           Pursuant to the foregoing stipulations,

**IT IS FURTHER ORDERED** that counsel for Defendant Prudential shall serve a copy of this Order upon all parties within five (5) days of the date of this Order.

  
James A. Teilborg  
United States District Judge